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11 US Bank Trust National Association as Trustee of the Igloo Series III Trust

12 UNITED STATES BANKRUPTCY COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 OAKLAND DIVISION

15 In Re:) CASE NO.: 13-46458
16 VINCENT RAY AKERS)
17 CANDI LOUISE AKERS) CHAPTER 13
18)
19 Debtor.) RS No.: MRG-100
20)
21) **MOTION FOR RELIEF FROM**
22) **THE AUTOMATIC STAY**
23)
24) Date: October 17, 2018
25) Time: 9:30 a.m.
26) Ctrm: 220
27) Place: US Bankruptcy Court
28) 1300 Clay Street
Oakland, CA 94612
Judge: William J Lafferty

1 TO ALL PARTIES IN INTEREST AND TO THEIR ATTORNEYS OF RECORD:

2 US Bank Trust National Association as Trustee of the Igloo Series III Trust, its
3 successors and/or assignees, ("Secured Creditor"), moves this Court for an Order Terminating
4 the Automatic Stay of 11 U.S.C. §362 as to moving party (and the Trustee under the Deed of
5 Trust securing moving party's claim) so that moving party and its Trustee may commence and
6 ocntinue all acts necessary to foreclose under the Deed of Trust secured by Debtor's property,
7 commonly known as 2856 Gardenside Court, Brentwood, CA 94513, ("Property" herein).

8 As stated in the attached Declaration, the Debtor has failed to make 7 post-petition
9 payments (3/1/2018 through 9/1/2018).

10 Based on the foregoing, Secured Creditor alleges that it is not adequately protected.
11 Secured Creditor is not receiving regular monthly pyaments, and is unfairly delayed from
12 proceeding with foreclosure of the Property. Accordingly, relief from the automatic stay
13 should be granted to Secured Creditor pursuant to 11 U.S.C. §362(d)(1) and (2).

14 Secured Creditor holds the original promissory Note dated 5/31/2007, in the principal
15 amount of \$540,000, which is secured by a Deed of Trust of the same date and is signed by
16 Vincent Akers and Candi Akers.

17 Secured Creditor is entitled to relief under 11 U.S.C. §362(d)(1) and (2).

18 WHEREFORE, Secured Creditor prays for judgment as follows:

- 19
- 20 1. For an Order granting relief form the automatic stay, permitting Secured Creditor to
21 proceed with the foreclosure under Secured Creditor's Deed of Trust, and to sell the
22 Property at a trustee's sale under the terms of the Deed of Trust to proceed with any
23 and all post foreclosure sale remedies, including the unlawful detainer action or any
24 other action necessary to obtain possession of the Property.
 - 25 2. For an Order that the fourteen day stay described by Bankruptcy Rule 4001(a)(3) be
26 waived.

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3. For an Order modifying the automatic stay to protect Secured Creditor's interest, as
the Court deems proper.

- 1 4. For attorneys' fees and costs incurred herin.
- 2 5. For such other relief as the Court deems proper.
- 3 6. The Moving Party, at its option, may offer, provide and enter into any potential
- 4 forebearance agreement, loan modification, refinance agreement or other loan
- 5 workout/loss mitigation agreement as allowed by state law. The Movant may contact
- 6 the Debtor via telephone or written correspondence ot offer such an agreement. Any
- 7 such agreement shall be non-recourse.
- 8 7. Furthermore, Movant may contact the Debtor to comply with California Civil Code
- 9 Section 3923.5.

10
11 Dated: September 26, 2018

LAW OFFICES OF MICHELLE GHIDOTTI

12
13 /s/ Adam Thursby

14 Adam Thursby, Esq.

15 US Bank Trust National Association as Trustee of
16 the Igloo Series III Trust its successors and/or
17 assignees
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